

# ASSIGNEE'S SALE

of valuable, improved real property containing one and one-fourth acre, more or less, located near the intersection of Old Frederick Road and Long Mill Road, Creagerstown, Maryland, in the Thurmont Election District, Frederick County, Maryland.

By virtue of a power of sale contained in a mortgage dated January 19, 1973, recorded in Liber 901, folio 209, one of the Land Records of Frederick County, Maryland, from William G. Kolb and Barbara J. Kolb, his wife, to W. Russell Seiss, et al., said mortgage now being in default and having been assigned for the purpose of foreclosure, the undersigned Assignee will offer for sale at the Court House in the City of Frederick, Maryland on

FRIDAY, JUNE 29, 1979

AT 11:00 A.M.

all those parcels of land situate, lying and being in the Thurmont Election District, Frederick County, Maryland, containing one and one-fourth acre of land, more or less, at or near the intersection of Old Frederick Road and Long Mill Road, Creagerstown, Maryland, and more particularly described in a deed from Paul Dennis Burns, Personal Representative to the said mortgagors, dated January 19, 1973, recorded in Liber 901, folio 206, one of the Land Records of Frederick County, Maryland.

The aforesaid real property being improved by a three-story brick 24 room, 6 apartment dwelling with a half basement, oil/hot water heat, 5½ baths, 6 kitchens and a retail grocery store.

Terms of Sale: A deposit of Five Thousand Dollars (\$5,000) in cash or check acceptable to the Assignee shall be required of the successful bidder on the day of sale and the balance shall be paid within 10 days of the ratification of the sale by the Circuit Court for Frederick County, Maryland. All costs of conveyancing, including title examination, revenue stamps, transfer tax and document preparation shall be at the expense of the purchaser.

Adjustments on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Interest at 8% per annum on the unpaid purchase price shall be charged to the purchaser from the date of sale, until date of settlement. The above described property will be sold subject to any easement, agreements, restrictions or covenants of record affecting same, if any.

**FREDERICK J. BOWER**  
Assignee

PEYTON PAUL PHILLIPS  
Attorney for Assignee  
P.O. Box 688  
Frederick, Maryland 21701  
662-5155

EXHIBIT NO. 4

NO. 29,093 EQUITY

IN THE CIRCUIT COURT

FOR FREDERICK COUNTY

MARYLAND

\* \* \* \*

I hereby acknowledge that I have purchased at public sale of the property and improvements described in the annexed advertisement for the sum of \$70,000 and I hereby covenant and agree to comply with the terms of sale set forth in the aforesaid advertisement which were announced by the auctioneer at the time of said sale.

WITNESS:

*[Signature]*

*[Signature]*

PURCHASER